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LIB / 8144

Agreement By and Between the Port Jervis Free Library  
Board of Trustees and the Port Jervis Free Library  
Employee's Association

Term: July 1, 2018–June 30, 2021

7/1/18 - 6/30/21

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## **Article I – Preamble**

It is the intent and purpose of the parties hereto that this Agreement covering rates of pay, hours of work and conditions of employment will promote and establish a basis for securing cooperation, harmony, and goodwill between the Port Jervis Free Library Board of Trustees and the members of the Port Jervis Free Library Employee's Association. Hereinafter, for the purposes of this Agreement, the Port Jervis Free Library Board of Trustees shall be referred to as the "Board" and the Port Jervis Free Library Employee's Association shall be referred to as "FLEA."

All parties acknowledge that the positions in these negotiations are subject to Civil Service Rules and Regulations and the Laws of Orange County, the State of New York, and the local laws, ordinances, rules and regulations of the City of Port Jervis.

## **Article II – Statements of Policy and Purpose**

### **Section 1**

This contract is entered into and shall be administered under and interpreted pursuant to Article 14 of the Civil Service Law of the State of New York (commonly known as the Public Employees Fair Employment Act), the rules and regulations of the Public Employment Relations Board of the State of New York, and the Civil Service Law of the State of New York.

### **Section 2**

It is understood that, as mandated by Article 14 of the Civil Service Law of the State of New York, there shall be no strike, sit down, slow down, or work stoppage during the life of this agreement, nor shall any officers, representative, or official of FLEA authorize, assist, or encourage any strike, sit down, slow down, or work stoppage during the life of this agreement. If any employee or group of employees represented by FLEA shall violate the intent of this paragraph, FLEA, through its proper officers, will promptly notify the Board and such employee or employees in writing of its disapproval of such violation.

## **Article III – Recognition**

### **Section 1**

The Board recognizes FLEA as the bargaining unit for the employees of the Port Jervis Free Library, with the exclusion of the Director and custodial staff. The Board agrees that FLEA shall be the sole and exclusive representative of the employees of the Library. FLEA shall be the exclusive representative for collective negotiations with respect to salaries, wages, hours, and all other terms and conditions of employment.

### **Section 2**

This agreement shall be effective from July 1<sup>st</sup>, 2018 and shall terminate at midnight on June 30<sup>th</sup>, 2021. However, should negotiations for a new contract extend beyond the expiration date of this contract, then and in that event the terms, covenants, and conditions of this contract shall be continued in full force and effect until a new contract between the parties hereto is entered into.

## **Article IV – Employee and Management Rights**

### **Section 1. Employee Rights**

The Board recognizes that decisions made pursuant to the exercise of management rights as set forth herein may have impact upon its employees. The Board, therefore, recognizes that it is a proper function and the right of FLEA to discuss, and the Board agrees that it will discuss in good faith with FLEA, at the latter's request, with respect to the impact of such decisions upon wages, hours, and other terms and conditions of employment, or upon convenience, welfare, interest, health and safety, security, and dignity of employees and their families. The Board will institute a practice of advising and consulting with FLEA in advance of the effectuation of decisions having an impact upon such matters, whenever practicable.

### **Section 2. Management Rights**

The Board, through its direction to the Library Director, retains the right to manage its library business and services and to direct its working forces, including the right to decide the number and location of its library business and service operations; the library methods, processes, and means used in operating its library business or services; the control of its buildings, real estate, materials, books, machinery, and equipment which may be used in the operation of its business or services; to determine whether and to what extent the work required in operating its library business and service shall be performed by employees covered under this agreement; to maintain order and efficiency in all its departments and operations, including the right to discipline, suspend, and discharge employees; to hire, lay off, assign, transfer, promote, and determine the qualifications for employees; to determine the schedule of its employees, and to determine the starting and quitting time and the number of hours worked subject only to such regulations governing

the exercise of the rights as are expressly provided for in this agreement, or provided by law. The Library Director shall be responsible for carrying out the Board's policy.

The above rights of the Board are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the Board. Any and all the rights, powers, and authority the Board possessed prior to entering into this Agreement are retained by the Board, except as specifically abridged, delegated, granted, modified, or surrendered by this Agreement.

## **Article V – Organization Rights**

Pursuant to the recognition granted by the Board to FLEA, the Board shall:

- 1) Provide reasonable space for its present bulletin boards at its library buildings for posting FLEA notices.
- 2) Furnish each new employee a copy of this agreement.
- 3) Permit employees designated or elected for the purposes of adjusting grievances under the terms and conditions of this contract to have a reasonable amount of time from their regular duties to fulfill these obligations, provided that the designated employees shall give sufficient prior notice to the President of the Board of Trustees and the Library Director before leaving their assigned jobs for the purpose of adjusting grievances.

## **Article VI – Workday/Workweek**

### **Section 1. Full-Time Employees**

The normal workday shall be defined as seven (7) hours a day exclusive of a one hour lunch or dinner period. The normal workweek shall be thirty-five (35) hours per week. The workweek shall consist of six (6) days, Monday through Saturday, with full-time employees working Monday through Friday, and Saturday only as needed.

### **Section 2. Part-Time Employees**

The part-time workweek shall be 50% or less of the full-time workweek worked on the same schedule each week.

### **Section 3. Per Diem Employees**

The per diem workweek shall be 50% or less of the full-time workweek.

#### **Section 4. Relief Breaks**

Employees shall be entitled to relief breaks based upon the following:

- 1) Any employee working three (3) or fewer hours per day receives no break.
- 2) Any employee working more than three (3) hours per day but fewer than six (6) hours shall be entitled to one (1) 15-minute break.
- 3) Any employee working six (6) or more hours per day shall be entitled to two (2) 15-minute breaks. Employees may aggregate the two break periods into one thirty (30) minute relief period upon consultation with the immediate supervisor. In addition, employees shall be permitted to leave the building only after consultation and approval by the immediate supervisor.

#### **Article VII – Compensation**

##### **Section 1.**

Employees must have completed a 6 months probationary period to be eligible for the next contractual raise. This shall be in accordance with the salary schedule attached hereto, hereof incorporated by reference, and marked Appendix A.

##### **Section 2.**

The parties further agree that in the event this agreement expires and a successor agreement has not been agreed upon and implemented, then until superseded by a successor agreement, the base salary schedule in the year 2021–2022 shall be identical in form and application to the base salary schedule implemented in the year 2020–2021.

##### **Section 3.**

In the event that Federal or New York State minimum wage increases, each employee's salary shall be adjusted to reflect the change in minimum wage.

## **Article VIII. Holidays**

### **Section 1. Full-Time Employees**

Paid holidays for full-time employees shall be as follows:

½ Day New Year's Eve	Labor Day
New Year's Day	Columbus Day
Martin Luther King's Birthday	Veterans Day
President's Day	½ Day Thanksgiving Eve
Easter Saturday	Thanksgiving Day
Memorial Day	½ Day Christmas Eve
Independence Day	Christmas Day
Employee Birthday	

Since birthdays may fall on a Saturday or Sunday, employees shall be entitled to take their birthday holiday on any day during the week in which their birthday falls. Employees shall give at least two (2) weeks prior notice to the Library Director the week in which their birthday falls and the day in that week which they shall take as a holiday.

### **Section 2. Part-Time Employees**

Part-time employees that are normally scheduled to work on Christmas and/or Independence Day will receive holiday pay for that day. Part-time employees shall receive one (1) four-hour leave with full pay for their birthday, which may be taken on that day or on another day chosen by the employee with the approval of the Library Director. Since birthdays may fall on a Saturday or Sunday, employees shall be entitled to take their birthday holiday on any day during the week in which their birthday falls. Employees shall give at least two (2) weeks prior notice to the Library Director the week in which their birthday falls and the day in that week which they shall take as a holiday.

### **Section 3. Half Days**

The Library will close at 1:00 PM on those holidays designated as half (½) days. Full-time employees will receive four (4) hours of holiday pay on said days.

### **Section 4. Holidays Falling on Weekends**

When any of the above-mentioned holidays fall on a Sunday, another day that is mutually acceptable will be granted in lieu thereof. In the event a holiday falls during an employee's vacation period, that date will not be charged against his or her vacation time.



## **Article IX. Vacation**

### **Section 1. Full Time**

The yearly vacation allotment for full-time employees shall be as follows:

After at least 6 months of full-time service	1 week paid vacation
After at least 1 year of full-time service	2 weeks paid vacation
After at least 5 years of full-time service	3 weeks paid vacation
After at least 15 years of full-time service	4 weeks paid vacation

### **Section 2. Part Time**

The yearly vacation schedule for part-time employees shall be as follows:

After at least 2 years of part-time service	1 week paid vacation
After at least 5 years of part-time service	2 weeks paid vacation
After at least 10 years of part-time service	3 weeks paid vacation

Paid vacation time for part-time employees shall be computed based on the part-time employee's regular schedule, if applicable. If not applicable, paid vacation time will be based on the average of the prior four (4) weeks.

### **Section 3.**

Employees shall make timely requests for vacation preferences to the Library Director. All vacation scheduling is subject to the discretion of the Director. Consideration will be given to seniority as well as to special situations.

### **Section 4.**

Vacation time cannot be accumulated; it must be used by the end of the contract year or forfeited.

## **Article X. Employee Sick Leave**

### **Section 1. Full Time Sick Leave**

All full-time employees shall be granted fifteen (15) sick days leave per calendar year at no loss of pay or vacation time. Full-time employees shall accumulate sick leave each year to a maximum of 200 days. At any time a full-time employee may, at no loss of pay, use all of their accumulated sick leave for personal illness. A doctor's certificate may be required for all absences of an employee beyond three continuous days of absence. Such certificate shall include a statement that, in the professional opinion of the doctor, the absence of the employee was necessary. Absences beyond the full-time employee's accumulated sick leave will result in a full loss of pay for the period of absence.

### **Section 2. Part Time Sick Leave**

Part-time employees shall be granted five (5) sick days leave per calendar year at no loss of pay or vacation time, with such sick leave day(s) computed to the rate of the scheduled hours missed. Part-time employees may accumulate sick leave up to 20 days. This will not be reimbursed upon leaving employment.

### **Section 3. Granting Sick Leave**

Sick leave is granted for the following reasons:

A. Illness of the employee (quarantine).

B. Sickness in the employee's immediate family. However, sick leave taken due to another family member's illness shall be limited to the discretion of the Library Director and under advisement of the Board.

1. The term "immediate family" shall refer to the employee's father, mother, brother, sister, spouse, partner, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, stepmother, stepfather, stepson, stepdaughter.

### **Section 4. Accumulated Sick Days**

A. An adjustment of the salary of the final year of service of an employee, who is retiring under the provisions of the New York State Employee's Retirement System, will be made to compensate the employee for a proportion of the unused sick leave, which they have accumulated for a maximum of 200 days.

B. The benefit will amount to thirty-three percent (33%) of the daily current rate of pay of the employee for each unused sick leave day that they have accumulated up to the end of the year in which they retire.

C. In order to qualify for this benefit, the employee must indicate in writing to the Library Director the decision to retire 180 days prior to the date of retirement.

D. The special benefit payment will be included in the two final salary payments prior to time of retirement, at which time the exact number of unused sick leave days can be accurately computed.

#### **Section 5. Sick Leave Bank**

A. The current sick leave bank will cease to exist upon depletion of balance of days.

B. This benefit is only available to employees governed by this contract and does not apply to managerial or custodial positions.

C. Bank members are eligible to request a grant of sick leave credits from the bank if they 1) have one year of service with the Library, 2) are necessarily absent from work due to serious injury or illness, and 3) have exhausted all leave accruals.

D. Application for a grant of sick bank credits shall be made in writing accompanied by a note from a medical practitioner stating that in his or her professional opinion the leave of absence is medically necessary.

E. A sick bank committee shall be formed comprised of the Library Director, two FLEA members, and two Board members, and said committee shall review all applications and determine what, if any, grant should be made.

#### **Section 6. Donation of Sick Leave**

Employees, at their own discretion, may donate an amount of his or her unused sick days according to their own choice to an employee needing such a benefit.

### **Article XI. Employee Leave other than Sick Leave**

#### **Section 1. Child Care Leave**

Child Care Leave may be granted to any parent or legal guardian up to two (2) years, upon request, for the care of a newly born child or an adopted child below three (3) years of age, at the discretion of the Board. The time of commencement and return shall be at the beginning of the work year, or if this is impossible, at the time determined by the Board to be consistent with the best interests of the Library. Such leave is granted without pay or benefits. The employee may continue his or her health insurance benefits while on leave at his or her own expense.

## **Section 2. Family and Medical Leave Act**

Notwithstanding the terms of the above Section 4, the terms of the Family and Medical Leave Act of 1993 (or FMLA) are hereby memorialized:

A covered employer must grant an eligible employee up to a total of 12 workweeks of unpaid, job-protected leave in a 12-month period for one or more of the following reasons:

- For the birth of a son or daughter, and to bond with the newborn child;
- For the placement with the employee of a child for adoption or foster care, and to bond with that child;
- To care for an immediate family member (spouse, child, or parent—but not a parent “in-law”) with a serious health condition;
- To take medical leave when the employee is unable to work because of a serious health condition; or
- For qualifying exigencies arising out of the fact that the employee’s spouse, son, daughter, or parent is on covered active duty or call to covered active duty status as a member of the National Guard, Reserves, or Regular Armed Forces.

The FMLA also allows eligible employees to take up to 26 workweeks of unpaid, job-protected leave in a “single 12-month period” to care for a covered service member with a serious injury or illness.

## **Section 3. Bereavement**

All employees shall be granted three days of bereavement leave relating to the death of an immediate family member as defined in Article X Section 1 Part B(2)(a). Such leave is not charged against sick leave, nor does it accumulate yearly. Under extenuating circumstances, employees will be entitled to use in excess of their allotted bereavement days and use days from their accumulated sick leave with the approval of the Library Director.

## **Section 4. Personal Leave**

Each full-time employee shall be allowed four (4) days of personal leave with full pay each year. All part-time employees shall be granted three (3) four-hour leaves with full pay each year.

Requests for personal leave shall be made at least two days prior (unless the leave is an emergency) before the requested leave is to take place. Personal leave must always conform to the need of the proper operation of the Library. The employee need not disclose the nature of the personal leave.

Personal leave does not accumulate. It must be used by the end of the contract year or forfeited.

## **Section 5. Leaves of Absence Without Pay**

Employees may apply for leave without pay. Applications shall be submitted to the Director, who shall have the discretion to approve or not, and shall include a statement committing the employee to return to the service of the Library upon expiration of said leave. Full-time employees on such leave shall be entitled to participate in the library's health insurance program at their own expense for the time period of the leave.

## **Section 6. Legal Leaves of Absence**

Legal leaves of absence with full pay will not be charged against sick leave or personal business leave:

1. When the employee is called to jury duty, or
2. When the employee is subpoenaed as a witness in a trial.

Such leave shall be first approved by the Director and any fees or pay shall be remitted to the Library.

## **Article XII. Retirement**

The Board shall continue to participate in the New York State Employee's Retirement System plan in accordance with the rules and regulations of the retirement system.

## **Article XIII. Health Insurance**

### **Section 1.**

Any employee eligible for health care coverage may apply for such after the completion of a 6 month probationary period.

### **Section 2. Health Insurance Benefits Tiers**

A. Employees hired prior to July 1, 2014:

The Board shall pay on behalf of full-time employees 90% of the premiums on both single and family policies for existing employees.

B. Employees hired on or after July 1, 2014:

The Board shall pay on behalf of full-time employees (including part-time employees moving into full-time positions) 80% of the premiums on both single and family policies for such employees.

### **Section 3. Health Insurance and Retirement**

#### **A. Retired employees hired prior to July 1, 2014:**

The Board shall continue to pay on behalf of full-time employees who have retired in accordance with the rules and regulations of the New York State Retirement System, and have at least 10 years of service with the Port Jervis Free Library, 90% of the premiums on single and family policies for such retired employees.

#### **B. Retired employees hired on or after July 1, 2014:**

The Board shall continue to pay on behalf of full-time employees who have retired in accordance with the rules and regulations of the New York State Retirement System, and have at least 10 years of service with the Port Jervis Free Library, 80% of the premiums on single and family policies.

### **Section 4. Change in Carriers**

The Board shall have the right to change the carrier so long as the benefits are comparable to the existing plan, provided that FLEA shall have reasonable time to review said plan, and if in the opinion of FLEA the benefits are not comparable, FLEA may veto said change in plan and the matter shall be subject to the Grievance Procedure established herein and binding arbitration if required or necessary.

### **Section 5. Part-Time Employees**

Part-time employees who do not otherwise qualify for health insurance coverage are eligible for coverage under the current plan at his or her option and expense, provided said current plan allows such coverage.

### **Section 6. Dual Coverage**

The parties agree that an employee who has dual health insurance coverage (the library employee and his or her spouse) electing to drop such second coverage shall be paid \$2,000 to the employee by December 1 of each year provided that the Library employee has notified the Board of the decision to drop the dual coverage by September 1 or by thirty (30) days prior to commencement of the annual policy period, whichever is sooner. The Board shall have the right to waive this notification deadline.

## **Article XIV. Probation and Evaluation**

### **Section 1. Probation**

A probationary period of 6 months shall be served prior to permanent appointment. During this probationary period, there will be monthly reviews and evaluations of the employee. Sick, personal, and vacation time will accumulate during this probationary period, but part-time and full-time employees may not take any paid sick, personal, or

vacation time off until the probationary period of 6 months is completed. Following said probationary period, benefits will be granted on a prorated basis for the duration of that contract year, calculated based on employee start date and the twelve (12) month calendar. Any employee eligible for health care coverage may apply for such after the completion of the 6 month probationary period.

## **Section 2. Evaluation**

Performance evaluations shall be conducted at least once a year by the Director and shall require the employee to be given the opportunity to review and sign any written evaluation before it is shown to the Board and before it is placed in the employee's file.

## **Article XV. Grievance Procedure**

### **Section 1. Preamble**

In the operation of the Port Jervis Free Library it is recognized that on occasion a complaint may arise between the Board and FLEA or between or among the Board and one or more employees concerning the meaning, interpretation, application, or compliance with any section of this agreement. Such complaints may arise because of an honest difference of opinion, an error in judgment, an oversight, a misinterpretation, or from countless other ways in which there was not intent to cause a misunderstanding.

The Board and FLEA earnestly desire that such complaints or differences be promptly settled so that the services and efficient operation of the Library shall not be interrupted, and morale and earnings of employees shall not be impaired. Accordingly, a procedure for the adjustment of such complaints that may arise is outlined below.

### **Section 2. Definitions**

A. Grievance: A grievance is any claimed violation, misinterpretation, or improper application of this agreement or past practice, or the interpretation of this agreement.

B. Employee: An employee is any full-time, part-time or per-diem employee currently employed or retired from the service of the Library and receiving retirement benefits.

### **Section 3. Grievance Council**

A. If necessary, a Grievance Council may be convened to arbitrate between an aggrieved employee and the Board. Such council shall consist of two members of the Library Board of Directors nominated by the Board to sit on the Grievance Council, two members of FLEA nominated by FLEA to sit on the Grievance Council, and the Library Director. If the grievance is against the Director, the Director would recuse herself or himself. In case of an impasse, a third party from either the staff or the Board may be brought in.

B. Membership on the Council shall be fixed for the pendency of proceedings and may not be changed except in exigent circumstances and at the agreement of the Board and FLEA.

#### **Section 4. Rights**

A. An employee shall have the right to present grievance in accordance with the procedure, free from coercion, interference, restraint, discrimination or reprisal.

B. The grievant shall have the right to be represented at any step of the procedure by anyone of his or her choice, subject to the provisions hereof.

C. The grievant shall be given time to prepare his grievance and his representative and/or a FLEA staff representative shall be given access to the grievant to prepare and process his or her grievance.

D. Each party to a grievance, and the FLEA representatives, shall have access at reasonable times to all written statements and records pertaining to such a case.

E. When a grievance is satisfactorily adjusted at any one of the steps of the procedure, the settlement shall be noted on a report signed by both parties.

F. Where the employer fails to answer at any step of the grievance procedure within the specified time limits, the grievance may be moved on to the next higher step by the grievant or his representative.

#### **Section 5. Procedure**

Step 1. Any employee considering him or herself aggrieved may, either orally or in writing, present a grievance to the Library Director within fifteen (15) working days of the alleged violation or within fifteen (15) working days of the date on which the employee should have had knowledge of the alleged violation. The Director will have five (5) days to render a decision in writing to the grievant from the time the grievance is submitted. The Director may request that the grievance be memorialized in writing at this stage.

Step 2. If not settled at the first step, the grievant may then submit his grievance to the Board. The Board will call a conference with the grievant and his or her representative and render a decision within fifteen (15) days from the time the grievance is submitted. On the day the second step has been initiated, the Board and FLEA shall begin preparations for convening a Grievance Council in the event the matter is not resolved by the second step and in consideration of the speedy resolution of the matter.

Step 3. If not settled at the second step, the grievant may then make a formal request for the formation of a Grievance Council, as previously defined. The Grievance Council shall call a conference with the aggrieved employee and his or her representative, who shall



present the Council with his or her case. The Council shall vote upon the matter at the close of the conference.

Step 4. In the event that the Grievance Council cannot resolve the disagreement satisfactorily for all parties, the parties may attempt to find an impartial arbitrator. If after five (5) days the parties fail to agree on an impartial arbitrator, either party shall be free to make the necessary application to the American Arbitration Association ("AAA") for a list of arbitrators for the selection of an impartial arbitrator according to the established procedure of the AAA. The decision of the arbitrator shall be final and binding on both parties and the fees and expenses for such arbitrator shall be borne by the Board of Directors. Binding arbitration shall be limited strictly to the grievance definition as contained in this agreement. No terms can be added to or subtracted from this agreement, or any other provisions thereof amended, modified, or changed by arbitration.

## **Article XVI. Workshops, Seminars, Courses, and Professional and Community Affairs Leaves**

### **Section 1. Required Workshops**

A. Any employee required by the Board, Director, or City, County, or State laws, rules, or regulations to attend a Library workshop shall be reimbursed for the time required beyond that of the normal working day. Time will be compensated from the commencement to the conclusion of the workshop.

B. Any employee required by the Board, Director, or City, County, or State laws, rules, or regulations to attend a Library workshop shall be reimbursed for the cost of such required course or courses, as well as reasonable expenses appurtenant thereto, such as travel, meals, and entertainment. The compensation for mileage on the employee's personal vehicle shall be computed at the current regular reimbursement rate as established by the Internal Revenue Service.

C. The Board shall direct the Library Director to post and otherwise bring to the attention of employees any workshops, seminars, conferences, etc., that may become available and which will aid in the professional development of the employees. In addition, employees may bring to the attention of the Library such workshops, seminars, conferences, etc., that they feel will further the professional development of the employees.

D. Employees may apply for funds to enroll in seminars, workshops, or conferences benefiting the Library and the professional development of the employee. The Board shall pay 100% of the cost of said course if approved.

E. Employees may apply for leave with pay and reasonable expenses for professional and community affairs. Those who make such visits shall submit a written report of their observations to the Board.

## **Article XVII. Inclement Weather and Emergency Days**

In the event that the Library must be closed due to inclement weather, declared state of emergency, or the malfunction of utilities (water, heat, electricity, or any other unforeseen emergencies), all employees shall be compensated according to their particular salary schedule. Employees shall be paid for the hours scheduled to work.

## **Article XVIII. Name Tags**

Employees shall wear photo ID name tags with their first name, initial if relevant, position, and Port Jervis Free Library.

## **Article XIX. Management-Employee Committee**

The Board and FLEA agree to create a Management-Employee Committee to be established immediately with quarterly meetings between representatives of each group so that issues involving matters relating to the Library and this Agreement may be addressed and resolved as soon as possible. This Committee shall also be a vehicle for both the Board and the employees to voice any concerns or suggestions that may arise involving the Library or the terms and provisions of this Agreement.

## **Article XX. Employment Conversion**

### **Section 1. Part-Time to Full-Time Conversion**

Any employee promoted from part-time employee to full-time shall have his or her part-time hours converted to full-time equivalent to be credited to him or her for the purpose of calculating time served for retirement. For other entitlements, such as vacation, a similar conversion will be used but only taking into consideration time worked at the Port Jervis Free Library. The hourly rate shall be increased by the difference between the starting salary of a part-time library clerk who has passed the Civil Service examination and the starting salary of a full-time library clerk. Any sick or vacation time used during that work year up to the date of conversion shall be subtracted from full-time benefits for that year. The Board shall pay 80% of the health insurance premiums on both single and family policies for such employees.

### **Section 2. Full-Time to Part-Time Conversion**

Any full-time employee who voluntarily chooses to convert to a part-time employee shall have their current hourly rate reduced by the difference between the starting salary of a full-time library clerk and the starting salary of a part-time library clerk who has passed the Civil Service examination. Immediately upon conversion, the employee shall be treated as a part-time employee for contractual purposes with the exception that the employee may retain accrued sick or vacation time for the remainder of that contractual year to be used during the remainder of that contractual year. There will be no addition of

part-time sick or vacation time. At the beginning of the next contractual year, part-time sick and vacation rules apply and any remaining full-time benefits shall be forfeited without compensation. Health insurance becomes optional at the expense of the employee, with the exception of retirees who have transitioned to part-time.

### **Section 3. Per Diem to Part-Time Conversion**

Any employee promoted from per diem to part-time employment shall have his or her salary adjusted to the part-time starting rate. If the probationary period has not yet been completed, the employee will complete the probationary period as a part-time employee. Benefits will begin accruing on the part-time hire date and will take effect when the probationary period is completed. See Article XIII Probation and Evaluation/ Section 1 regarding probation and benefits.

### **Section 4. Part-Time to Per Diem Conversion**

Any employee changing his/her status from part-time to per diem shall have his/her salary adjusted to the per diem rate and shall forfeit all benefits.

### **Article XXI. Severability**

If the enactment of legislation by any governmental authority have jurisdiction thereover, of a determination by a court of general or appellate jurisdiction renders any portion of this agreement invalid or unenforceable, it shall not affect the validity of the rest of this agreement, which shall remain in full force and effect according to its terms in the same manner with the same effect as if such invalid portion has not been originally included.

## Appendix A. Salary Schedule

<u>New Full-Time Employees</u>	<u>Starting Rate</u>
Senior Library Clerk	Minimum wage plus \$4.00 per hour
Library Clerk	Minimum wage plus \$2.25 per hour

<u>New Part-Time Employees</u>	<u>Starting Rate</u>
Library Clerk (NYS Civil Service Library Exam)	Minimum wage plus \$1.25 per hour
Library Clerk	Minimum wage plus \$1 per hour

<u>Per Diem Employees</u>	<u>Starting Rate</u>
Per Diem Employees	Minimum wage

Minimum wage is agreed to mean the higher of New York State or federal minimum wage.

Any part-time employee who takes and passes a New York State Civil Service Library Clerk exam will receive a onetime increment of \$0.25.

All full-time and part-time employees shall benefit from an increment program based on their years of service:

5 years	\$1.00 per hour increase
10 years	\$1.00 per hour increase
15 years	\$1.00 per hour increase
20 years	\$1.00 per hour increase
25 years	\$1.00 per hour increase
30 years	\$1.00 per hour increase

Said increments shall be granted on the start date anniversary of the employee receiving the increment benefit.

In lieu of yearly raises, each employee shall receive a \$0.70 per hour increase on December 31 of each contractual year to reflect the scheduled increase in New York State minimum wage.

Employees must have completed their 6 month probationary period to be eligible for the next contractual raise.

**IN WITNESS WHEREOF, the parties set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2018.**

**THE PORT JERVIS FREE LIBRARY BOARD OF TRUSTEES**

**BY: \_\_\_\_\_  
Its President Hereunto Duly Authorized**

**FREE LIBRARY EMPLOYEE ASSOCIATION**

**BY: \_\_\_\_\_  
Its President Hereunto Duly Authorized**

IN WITNESS WHEREOF, the parties set their hands and seals this 20 day of February, 2018.

**THE PORT JERVIS FREE LIBRARY BOARD OF TRUSTEES**

BY: Norman R. Haddock Sr.  
Its President Hereunto Duly Authorized

**FREE LIBRARY EMPLOYEE ASSOCIATION**

BY: Connie Tully  
Its President Hereunto Duly Authorized